

17th August 2021

**To: The Chairman and Members of the
South East Area Committee**

With reference to the proposed disposal of a lease for the former Fire Station, 190A Rathmines Road Lower, Dublin 6.

The former Fire Station at 190A Rathmines Road Lower, Rathmines, Dublin 6 is a Protected Structure (RPS 8757) in the ownership of Dublin City Council. It is occupied by Ciara Scanlon and Matthew Nevin T/A MART since July 2012 under various licence agreements and is used as an Artist's Gallery and Events Space. The latest licence dated 19th May 2016 granted the use of the premises for a further 3 years for €5200.00 (plus VAT) per annum and expired on 31st March 2019. MART have continued in occupation with the agreement of the Council whilst negotiations for a new longer term agreement were ongoing.

Accordingly, it is proposed to grant a new 10 year lease to MART Gallery & Studios DAC (the new name for MART) subject to the following terms and conditions:

1. That the lessee shall enter into a lease agreement with Dublin City Council for the use of the property known as the Former Fire Station, 190A Rathmines Road Lower, Rathmines, Dublin 6, as shown outlined in red on the attached copy map ref: SM-2021-0348.
2. That the lease shall be for a term of 10 years, to commence on a date to be agreed, following receipt of statutory approval.
3. That the rent shall be €40,000 (forty thousand euro) per annum, plus VAT if applicable.
4. That the said rent shall be abated to €6,000 (six thousand euro) per annum, plus VAT if applicable, provided the premises continues to be used solely for the purposes of office space, art gallery, studios, workshop and associated retail use only and for no other purpose.
5. That there shall be a rent review of the market rent and abated rent at the end of year 5. The abated rent will upon review bear the same relationship to the commercial rent as the initial abated rent of €6,000 bears to the initial commercial rent of €40,000.
6. That the lessee will enter into a structured repayment plan for 50% of the costs incurred by the council to remediate the building to current fire safety, health and disability access standards, up to a maximum contribution of €150,000. Invoices and payments shall be issued in line with those issued for rent. Final cost to be realised prior to the commencement of the lease.
7. That the rent shall be paid quarterly in advance.
8. That the lessee must sign a Deed of Renunciation prior to the signing of contracts.
9. That the lessee shall keep the subject property in good condition and shall in no way interfere with its architectural integrity.
10. That the lessee shall ensure that the appropriate Health and Safety legislation is adhered to. The lessee shall comply with Building and Fire Regulations associated therein.
11. That the lessee shall obtain Public Liability Insurance indemnifying Dublin City Council in the sum of €6,500,000 (six million, five hundred thousand euro) and Employers Liability Insurance indemnifying Dublin City Council in the sum of €13,000,000 (thirteen million euro) against any and

all claims arising from its use of the premises and surrounding area/curtilage, and shall provide proof of such insurances to Dublin City Council.

12. That the lessee shall be responsible for all outgoing – rates (if applicable), building insurance for the full reinstatement of the property, the ongoing maintenance of the property internally and externally including windows and doors, and pay the annual premium directly to the insurance company and provide proof of such insurances to Dublin City Council, utility bills and any other outgoing, statutory or otherwise, for the duration of the term of the lease from the date of commencement. The Council shall maintain responsibility for the structure of the property.
13. That the lessee must seek consent of the Council before undertaking any works, alterations or development of the property, including the erecting of any structure, making any excavation or submitting an application for planning permission. This is to protect the Council's position as lessor and in consideration of good estate management.
14. That the lessee must comply at all times with issued Fire Safety Certification, Disability Access Certification and any other building controls.
15. That the Council shall have a break option at the end of year 5 without penalty, which may be implemented by giving three months written notice period.
16. That the lease can be terminated by either party giving three months' notice in writing.
17. That the lessee shall not sell, assign, grant any sub interests, (with the exception of licence agreements) sub-divide, alienate or part with the possession of the subject property, without the prior written consent of the Council.
18. That in the event of the lessee failing to comply with any of the terms, conditions, warranties, covenants or the obligations and stipulations herein contained or becoming dissolved or going into liquidation, the Council may revoke this Agreement by giving the lessee notice in writing to that effect or unless otherwise stated in such Notice, this agreement shall cease immediately upon such Notice having been given.
19. That on the expiration or sooner determination of the lease, the lessee shall at their own expense remove all materials not belonging to Dublin City Council (if the Council so require it) and shall leave the property clean and cleared to the satisfaction of the City Council.
20. That each party shall be responsible for their own professional fees in this matter.
21. That the Lease shall contain such other terms and conditions as contained in Leases of this type and as are deemed appropriate by the by the Council's Law Agent.

P. Clegg
Executive Manager

Date 17th August 2021